him, and after her promise to do so, but before marriage conveyed the land without consideration to his children by a former wife, such conveyance, though recorded before the marriage, was fraudulent and void as against a deed to plaintiff, made sixteen years subsequently. Clark, J., *dissenting.*

The above decision is rendered on the grounds that after an agreement to marry, a secret voluntary conveyance by one party is void, being in fraud of martial rights. *Poston* v. *Gillespie,* 58 N. C. 258; *Brown* v. *Bronson,* 35 Mich. 415; *Palmer* v. *Neave,* 11 Ves. 165. The minority opinion, however, is well supported by authorities. It seems well settled that a postnuptial settlement in pursuance of an antinuptial parol agreement is a voluntary conveyance. *Warden* v. *Jones,* 23 Beav. 487; *Trowell* v. *Shenton,* 8 Ch. Div. 318 (Eng.); *Reade* v. *Livingstone,* 3 Johnson Ch. (N. Y.) 481; *Smith* v. *Greer,* 3 Humphrey (Tenn.) 118. Decisions in the United States go still further, and are almost unanimous in holding that a voluntary conveyance is valid as against subsequent purchasers with notice. *Chaffin* v. *Kimball,* 23 Ill. 36; *Jackson* v. *Tower,* 4 Cow. (N. Y.) 599; *Lancaster* v. *Dolan,* 1 Rawle (Pa.) 231.

INSURANCE—POLICY—CONSTRUCTION—TOTAL LOSS.—DEVITT V. PROVIDENCE-WASHINGTON INS. CO., 70 N. Y. Supp. 654.—Defendant insured a cargo of produce "free of particular average." The boat was sunk, but part of cargo was saved and sent to port of destination in a damaged condition where, on sale, it brought only one-fourth of whole value when insured. *Held,* to be a constructive total loss for which insurer was liable.

The tendency of both American and English courts seems to be away from the theory that there must be a physical destruction or loss of identity of memorandum articles to constitute a total loss. The modern English rule reversing the position of the early case of *Cocking* v. *Frazer,* 4 Doug. 259, holds insurers liable for a total loss of value although articles remain in specie. *Rosetto* v. *Gurney,* 11 C. B. 186. The principal case following *Wallerstein* v. *Ins. Co.,* 44 N. Y. 204, goes even further by holding that the American rule that a damage exceeding fifty per cent. constitutes a constructive total loss, applies to memorandum articles. In *Kettle* v. *Ins. Co.,* 10 Gray 144, the Massachusetts court refused to decide the point, although expressing its opinion that the fifty per cent. rule ought to apply. To the same conclusion is *Poole* v. *Ins. Co.,* 14 Conn. 47. Yet the ruling of *Wallerstein* v. *Ins. Co.* was hardly in line with the early New York decisions; *Leroy* v. *Gouvernuer,* 1 Johns. 226; *DePeyster* v. *Ins. Co.,* 19 N. Y. 272; and does not seem since to have been regarded as controlling. *Carr* v. *Ins. Co.,* 109 N. Y. 504. The U. S. Supreme Court in a recent case holds a contrary rule that the exception of particular average upon memorandum articles excludes a constructive total loss. *Washburn Mfg. Co.* v. *Ins. Co.,* 179 U. S. 1.

INTERSTATE COMMERCE — STATE LEGISLATION, AFFECTING — PROHIBITING SALE OF GAME OR FISH.—IN RE DEININGER, 108 Fed. 623.—Game laws of Oregon make it a penal offense for a person to have trout in his possession for sale. *Held,* to be a valid police regulation and not an unlawful interference with interstate commerce, although such trout are brought from another state, where they are lawfully caught.